



CONTINGENCY REMOVAL No. _____

(C.A.R. Form CR, 04/09)

In accordance with the terms and conditions of the: California Residential Purchase Agreement (C.A.R. Form RPA), or Residential Income Property Purchase Agreement (C.A.R. Form RIPA), or Commercial Property Purchase Agreement (C.A.R. Form CPA), or Vacant Land Purchase Agreement (C.A.R. Form VLPA) or Other _____, on property known as _____ ("Agreement"), dated _____, on property known as _____ ("Property"),

between _____ ("Buyer") and _____ ("Seller").

A. BUYER REMOVAL OF BUYER CONTINGENCIES: Buyer removes those contingencies specified below. With respect to any contingency and cancellation right that Buyer removes, unless otherwise specified in a separate written agreement between Buyer and Seller (such as C.A.R. Form RR), as applicable, Buyer shall conclusively be deemed to have: **(i)** completed all Buyer Investigations and review of reports and other applicable information and disclosures; **(ii)** elected to proceed with the transaction; and **(iii)** assumed all liability, responsibility and, if any, expense for Repairs, corrections, or for the inability to obtain financing.

1. ONLY the following individually checked Buyer contingencies are removed:

- A. Loan (Paragraph 2I)
- B. Appraisal (Paragraph 2J)
- C. Tenant-Occupied Property (Paragraph 3C(iii))
- D. Reports/Disclosures (Paragraphs 4 and 5)
- E. Common Interest (HOA) Disclosures (Paragraph 6B)
- F. Buyer's Investigation, including insurability (Paragraph 9)
- G. Title: Preliminary Report (Paragraph 12)
- H. Sale of Buyer's Property (Paragraph 13)
- I. _____
- J. _____
- K. _____

OR 2. ALL Buyer contingencies are removed, EXCEPT: Loan Contingency (Paragraph 2I); Appraisal Contingency (Paragraph 2J); Contingency for the Sale of Buyer's Property (C.A.R. Form COP); Common Interest (HOA) Disclosures (Paragraph 6B); Other _____

3. BUYER HEREBY REMOVES ANY AND ALL BUYER CONTINGENCIES.

NOTE: Paragraph numbers refer to the California Residential Purchase Agreement (C.A.R. Form RPA-CA). Applicable paragraph numbers for each contingency or contractual action in other C.A.R. contracts are found in Contract Paragraph Matrix (C.A.R. Form CPM).

Once all contingencies are removed, whether or not Buyer has satisfied him/herself regarding all contingencies or received any information relating to those contingencies, Buyer may not be entitled to a return of Buyer's deposit if Buyer does not close escrow. This could happen even if, for example, Buyer does not approve of some aspect of the Property or lender does not approve Buyer's loan.

Buyer _____ Date _____

Buyer _____ Date _____

B. SELLER REMOVAL OF SELLER CONTINGENCIES: Seller hereby removes the following Seller contingencies: Contingency for Seller's purchase of replacement property (C.A.R. Form COP); Other _____

Seller _____ Date _____

Seller _____ Date _____

(____/____) (Initials) **CONFIRMATION OF RECEIPT:** A copy of this signed Contingency Removal was personally received by Buyer Seller or authorized agent on _____ (date), at _____ AM/ PM.

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Reviewed by _____ Date _____

